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Attorneys for Defendants
Service Key, LLC and Angela Vines

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

ORACLE AMERICA, INC., a Delaware
corporation;

Plaintiff,

v.

SERVICE KEY, LLC, a Georgia limited liability
company; ANGELA VINES; DLT FEDERAL
BUSINESS SYSTEMS CORPORATION, a
Delaware corporation; and DOES 1–50,

Defendants.

No. 4:12-cv-00790-SBA

STIPULATED JUDGMENT

1 Plaintiff Oracle America, Inc. (“Oracle” or “Plaintiff”) and Defendants Service
 2 Key LLC (“Service Key”) and Angela Vines (“Vines”) (together, “the Service Key
 3 Defendants”), through their undersigned counsel, hereby stipulate and move this Court for entry
 4 of judgment. This judgment does not resolve, affect, or modify Oracle’s claims against
 5 Defendant DLT-FBS. However, pursuant to Federal Rule of Civil Procedure 54(b), there is no
 6 just reason to delay the entry of judgment on Oracle’s claims against the Service Key Defendants
 7 as follows:

8 Accordingly, IT IS HEREBY ADJUDGED AND ORDERED that:

9 1. Oracle and the Service Key Defendants have entered into a Settlement
 10 Agreement to resolve Oracle’s claims against the Service Key Defendants, and those parties have
 11 agreed on the terms of this Stipulated Judgment . This settlement does not resolve, affect, or
 12 modify Oracle’s claims against Defendant DLT-FBS.

13 2. On Oracle’s claims of unfair competition (Cal. Bus. & Prof. Code §
 14 17200) and for an accounting, Oracle shall recover from the Service Key Defendants the
 15 following monetary and equitable injunctive relief:

16 a. The Service Key Defendants, as well as their officers, employees, and all
 17 those acting under their control and/or for their benefit, are hereby
 18 permanently enjoined as follows:

19 i. They shall search all computers and computer storage locations in
 20 their possession, or to which they have access, for Software and
 21 Support Materials, and destroy and thereafter cease to use, any and
 22 all such materials.

23 ii. They shall allow Oracle, at its sole discretion, to perform an annual
 24 audit of their work relating to Oracle/Sun hardware for the next
 25 five (5) years. They shall maintain complete and detailed records
 26 regarding their performance of any and all support services on
 27 Oracle/Sun hardware in their customer support record system, shall
 28 retain all emails sent to or from their IT Help Desk personnel, and

1 shall disclose such records and emails in any audit conducted by
2 Oracle to enable Oracle to determine whether the Service Key
3 Defendants have complied with the terms of this Stipulated
4 Judgment.

5 3. On Oracle's claims for copyright infringement (17 U.S.C. § 106),
6 violation of the Computer Fraud and Abuse Act (18 U.S.C. § 1030(a)(6)(A)), violation of the
7 Lanham Act (15 U.S.C. § 1125(a)(1)(B)), breach of contract, inducing breach of contract,
8 fraudulent inducement, and intentional interference with prospective economic relations, Oracle
9 shall recover from the Service Key Defendants the following monetary and equitable injunctive
10 relief:

11 a. The Service Key Defendants, as well as their officers, employees, and all
12 those acting under their control and/or for their benefit, are hereby
13 permanently enjoined as follows:

14 i. They shall not access or log into any password-protected portion of
15 any Oracle website or any Oracle FTP site, whether on their own
16 behalf or as an agent or a contractor for any third party.

17 ii. They shall not use any user credentials, IDs or passwords for any
18 password-protected portion of any Oracle website, or give, receive,
19 sell, or otherwise provide any such access credentials or IDs to any
20 other party.

21 iii. They shall not give, receive, sell or otherwise provide to anyone
22 any Oracle/Sun software and/or support materials, including any
23 updates, bug fixes, patches, media kits or other proprietary
24 software support materials, and including any patches, bug fixes or
25 updates to the Solaris Operating System (collectively "Software
26 and Support Materials").

27 iv. They shall not make any representations to any third party that
28 says or implies that (i) they have access to or can access or obtain

Oracle's Software and Support Materials, (ii) they can or do provide Oracle-branded support, including but not limited to any representation that they provide "Oracle Premier Support for Systems" or (iii) they are authorized by Oracle, either directly or indirectly, to resell and/or deliver Software and Support Materials in any manner whatsoever.

v. They shall give a copy of this Stipulated Judgment and written instructions to their officers, employees and agents that they must comply with the restrictions regarding the Software and Support Materials set forth in this Stipulated Judgment, on pain of disciplinary action, up to and including termination, and they shall take appropriate disciplinary action against known violators.

vi. They shall give a copy of the written statement attached as Exhibit A to all current customers that have engaged the Service Key Defendants to provide support services on any Oracle/Sun hardware, and shall also provide the statement along with any request, solicitation, advertisement or proposal for any professional services, or any other comparable document that the Service Key Defendants provide at the outset of an actual or prospective engagement, to any current or prospective clients or customers that have engaged or are considering engaging the Service Key Defendants to provide future support services on any Oracle/Sun hardware.

4. On Oracle's claim for unjust enrichment against the Service Key Defendants, Oracle shall recover nothing.

5. Neither Oracle nor the Service Key Defendants shall recover costs or attorneys' fees from each other. As between Oracle, on the one hand, and the Service Key Defendants, on the other, each shall bear its own costs and attorneys' fees, except as specified in

paragraph 7 below.

6. Oracle and the Service Key Defendants waive any rights to appeal this Stipulated Judgment.

7. The Court retains jurisdiction over any action to enforce this Stipulated Judgment. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Given Magistrate Judge Nathaniel Cousins' familiarity with the process that concluded with this Stipulated Judgment, Oracle and the Service Key Defendants request that in any future action to enforce or resolve any disputes relating to this Stipulated Judgment, the Court refer the matter to Magistrate Judge Cousins for all purposes provided he is available.

DATED: May 23, 2013

Bingham McCutchen LLP

By: /s/ Geoffrey M. Howard
Geoffrey M. Howard
Attorneys for Plaintiff
Oracle America, Inc.

DATED: May 23, 2013

GCA Law Partners LLP

By: /s/ Valerie M. Wagner
Valerie M. Wagner
Attorneys for Defendants Service Key, LLC,
and Angela Vines

1 DATED: July 3, 2013


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4 Hon. Sandra B. Armstrong
5 United States District Judge
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Exhibit A

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2 “SERVICEKEY DOES NOT SELL OEM SERVICE AGREEMENTS. PRICING PROVIDED
3 IS FOR AN ALTERNATIVE HARDWARE MAINTENANCE PROGRAM PROVIDED BY
4 AN INDEPENDENT SERVICE MAINTENANCE ORGANIZATION. SERVICEKEY
5 PROVIDES NO SOFTWARE, BUG FIXES, PATCHES, UPDATES, UPGRADES,
6 LICENSING FOR ANY SUCH SOFTWARE OR OTHER PRODUCT, OR ANY OEM
7 SUPPORT MATERIALS. SERVICE KEY IS NOT AUTHORIZED TO PRODUCE ANY
8 SUCH SOFTWARE, LICENSING, OR SUPPORT MATERIALS. ANY SOFTWARE,
9 LICENSING OR SUPPORT MATERIALS DEVELOPED AND DISTRIBUTED BY THE
10 OEM AND AUTHORIZED FOR USE ON THE OEM’S PRODUCTS MUST BE OBTAINED
11 FROM THE OEM ITSELF.”
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